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May 8, 1995

US EPA RECORDS CENTER REGION 5



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Joseph Hickman
Assistant Manager
Village of Granville
141 East Broadway
PO Box 514
Granville, Ohio 43023-0514

Re: *Granville Solvents, Inc.*

Dear Mr. Hickman:

Pursuant to our telephone conversation of May 4, I am enclosing two (2) additional copies of the Release and Waiver of Claims previously provided to Mr. [REDACTED] on behalf of the PRP Group, which must be signed by [REDACTED] prior to commencement of the right-of-way improvement. Also enclosed is the letter from Mr. [REDACTED] of March 31, 1995 in which he explains that he intends only to limit his release to the Ohio Department of Transportation ("ODOT").

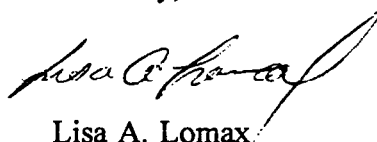
The PRP Group is not in a position to begin work on the right-of-way improvement unless the Release and Waiver of Claims form accompanying this letter is signed by [REDACTED] and [REDACTED]. The release previously provided by [REDACTED] is not adequate in several respects, including the fact that it does not contain a release for the Village of Granville or the PRP Group, it does not set forth in explicit terms the agreement of the parties, and it has not been signed in the presence of two witnesses. The enclosed Release and Waiver of Claims form corrects those problems.

THOMPSON, HINE AND FLORY

Joseph Hickman
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Hopefully, through our conversation and by the explanation contained in this letter, we are able to answer Mr. [REDACTED] questions.

Sincerely,



Lisa A. Lomax

LAL/ldl
Enclosures

cc: Michael Anastasio, Esq., USEPA (w/enc.)
Mr. Jim Valentine, ODOT District 5 (w/enc.)
Charles E. Winegardner (w/enc.)

RELEASE AND WAIVER OF CLAIMS

KNOW ALL MEN BY THESE PRESENTS, that [REDACTED]
[REDACTED] ("Releasors") for and in consideration of the acts set forth below, the receipt and sufficiency of which are hereby acknowledged, does hereby for themselves, and their heirs, executors, administrators and assigns, release and forever discharge the Granville Solvents, Inc. PRP Group, the Village of Granville, and the State of Ohio Department of Transportation and their respective subsidiaries, affiliates, parent and related corporations, insurers, successors and assigns (and their current and former employees, agents and attorneys)(collectively referred to herein as "Releasees"), from any and all claims, debts, demands, charges, damages, charges, damages, attorney fees and/or causes of action whatsoever, whether in contract, tort, or pursuant to any statute or regulation, which Releasors now possess or which they, their heirs, attorneys, successors, executors, administrators or assigns may hereafter possess, including, without limitation on the general nature of this Release and Waiver of Claims, any and all claims, debts, demands, charges, damages, attorney fees and/or causes of action growing out of or in any way connected to the improvements made by the State of Ohio Department of Transportation to the subject right-of-way and/or to any subject matter that was or could have been raised relating to the Granville Solvents, Inc. Superfund Site.

Releasors recognize the receipt and sufficiency of the following which represents the consideration for the release and waiver of claims:

The State of Ohio Department of Transportation ("ODOT") will improve the ingress/egress access of the right-of-way (hereinafter "improvement project") existing at the north property line shown on Exhibit A (hereinafter "north right-of-way").

Releasors fully understand that the improvement project will consist entirely of gravel and Releasors admit that any gravel color, type or size is entirely acceptable.

Releasors agree to allow ODOT access to the property for purposes of improving the right-of-way and will work in a cooperative manner to assist ODOT with the improvement project.

ODOT actions will consist solely of laying the necessary amount of gravel as determined by ODOT engineers. No tree removal, grading, drainage ditch creation or maintenance, or other related work will be performed.

None of the Releasees has any obligation or duty to maintain, repair, or replace the improved north right-of-way.

Said actions and execution of this document shall be understood and construed as a full and final compromise of all claims whatsoever between the parties.

Releasors warrant that no promise or inducement has been offered except as herein set forth; that this Release and Waiver of Claims is executed without reliance upon any statement or representation by the parties released or their representatives, except as recited herein; that Releasors are legally competent to execute this Release and Waiver of Claims and accept full responsibility therefor; that this Release and Waiver of Claims evidences the compromise of claims disputed both as to liability and amount; and that Releasors understand that Releasees admit to no liability or wrongdoing whatsoever.

IN WITNESS WHEREOF, the undersigned have executed this Release and Waiver of
Claims in quadruplicate on this ____ day of _____, 1995.

Witness

Witness

Witness

Witness

RECEIVED

APR 14 1995
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U.S. EPA Region 4
Office of Regional Counsel